

2787

**AGREEMENT
BETWEEN
BOROUGH OF SEASIDE HEIGHTS
AND
O.P.E.I.U. LOCAL 32/SEASIDE
HEIGHTS COMMUNICATION OPERATORS**

CFD

GILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Allen Street Professional Center
Ten Allen Street
P.O. Box 1540
New River, New Jersey 08754

**For the Period
January 1, 1997 through December 31, 1999**

THIS AGREEMENT dated the *3rd* day of *April*, 1997, by and between the **BOROUGH OF SEASIDE HEIGHTS**, a municipal corporation of the State of New Jersey, having its principal offices located at 901 Boulevard, P.O. Box 38, Seaside Heights, New Jersey, hereinafter referred to as "BOROUGH," and **O.P.E.I.U. Local 32/SEASIDE HEIGHTS COMMUNICATION OPERATORS**, hereinafter referred to as "UNION."

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the BOROUGH and its employees and to establish a basic understanding relative to rate of pay, hours of work, and other terms and conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other, with respect to the employees of the BOROUGH, recognized as being represented by the UNION, as follows:

ARTICLE I
RECOGNITION

The BOROUGH recognizes the UNION as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employer-Employee Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of all permanent and provisional Communication Operators employed by the Borough of Seaside Heights excluding the Communications Supervisor.

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ARTICLE II **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the first day of January, 1997 through and including the thirty-first day of December, 1999.

ARTICLE III **NEGOTIATION OF A SUCCESSOR AGREEMENT**

The parties to this Agreement, namely the BOROUGH and the UNION, agree to renegotiate and bargain collectively concerning all of the articles of this Agreement, prior to the termination date of this Agreement and in accord with the applicable Public Employer-Employee Relations Commission rules concerning negotiation by a public employer and public employees.

ARTICLE IV **MANAGEMENT RIGHTS**

A. The BOROUGH hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon it and vested in it by the laws and the Constitutions of the State of New Jersey and the United States, except as may be specifically modified by this Agreement. The BOROUGH further retains the following basic rights:

1. The exclusive authority to maintain the operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its employees.
2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment, and to promote, dismiss, discipline and evaluate employees.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the BOROUGH, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitutions and Laws of the State of New Jersey and the United States.

ARTICLE V **GRIEVANCE PROCEDURE**

A. Grievance is hereby jointly defined as any alleged violation of this Agreement or any dispute with respect to its meaning or application.

B. In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties, any grievance arising between an employee and the BOROUGH, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the BOROUGH by statute, shall be adjusted as follows:

STEP I. The grievant and his or her representative shall present a written statement of the alleged grievance to his or her immediate Supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance.

The immediate Supervisor will review the grievance, investigate the facts, and submit a written answer to the grievant within fifteen (15) days of the submission date of the written grievance.

STEP II. If the grievant is dissatisfied with the answers submitted by his or her immediate Supervisor, said grievant and his or her representative may appeal the immediate Supervisor's written answer within fifteen (15) days after receipt of said answer at the first step to his or her Department Head or designee.

The Department Head or designee shall then review the grievance appeal, investigate the facts, and submit a written answer to the grievant within fifteen (15) days of the submission of said grievance to Step II.

STEP III. If the grievant is dissatisfied with the answer submitted by the Department Head or designee at Step II, said grievant or his or her representative may appeal the answer received within fifteen (15) days after receipt of said written answer at the second step of the process to the Borough Administrator. The employee will request in writing that the Department Head or designee schedule a hearing before the Borough Administrator on the matter. The hearing shall be scheduled within fourteen (14) days after the receipt of the grievance appeal from the Department Head or designee's decision at Step II of the process. The Borough Administrator will then hold a hearing with the grievant and his or her representative and the Borough Administrator will submit a written answer to the grievant within fifteen (15) days after adjournment of said hearing. The decision of the Borough Administrator shall be final and binding on all matters except contract violations.

STEP IV. If the grievant is still dissatisfied with the answer received from the Borough Administrator and the grievance is a matter of a contract violation, the grievant shall petition the UNION in writing to submit his/her grievance to advisory arbitration. If the UNION determines the grievance to be meritorious, it may submit the grievance to arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Borough Administrator, the UNION may request advisory arbitration with the American Arbitration Association and request a selection list of arbitrators. The

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- parties shall submit their respective selections in accordance with the rules and timetable of the American Arbitration Association. The hearing shall be conducted and the Arbitrator's Award issued in accordance with the rules of the American Arbitration Association except as hereinafter modified;
2. The Arbitrator will first rule on the arbitrament of the grievance if so requested by either party;
 3. The Arbitrator shall have no power to add or to alter language in effect in this Agreement;
 4. The Arbitrator shall not have the power to make an award which is not within the power of the Borough Administrator to implement;
 5. The Arbitrator's decision shall be advisory on all matters regarding violations of this Agreement unless the decision should require legislative action and such decision shall be effective only if such legislation is enacted;
 6. The parties will share the cost of arbitration itself, that is, the Arbitrator's fees and expenses, if any, as well as the cost of the hearing room, if any. All other expenses in connection with the arbitration case will be borne by the respective parties incurring same;

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7. Any grievance not processed to the next Step in the Grievance Procedure, within the time limited provided for such processing, shall be deemed to have been waived and abandoned by the grievant and the UNION;
8. Nothing contained herein shall be deemed to limit or impair the rights of the grievant and the UNION to seek a remedy provided for by the New Jersey Department of Personnel or any of the Courts of this State, provided that the grievant and the UNION must elect only one of these options.

C. Advanced Step Filing and Group Grievances procedures are as follows:

1. If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step I of the grievance procedure so that the grievant's immediate Supervisor is without authority to resolve the grievance, the grievant may initiate his/her grievance at the first appropriate Step of the Grievance Procedure at which the grievance can be resolved. All other provisions of subsection (A) of the Grievance Procedure shall apply to such grievance.
2. If, in the judgment of the Executive Committee, a grievance affects a group or class of Communication Operators, the UNION may submit a single written grievance on behalf of all affected Communication Operators to the first appropriate Step of the Grievance Procedure at which subsection (A) of the Grievance Procedure shall apply to such grievance.

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ARTICLE VI
SALARIES FOR MEMBERS OF THE UNION

Salaries for members of the UNION shall be as follows for the years listed:

	<u>1-1-97</u>	<u>1-1-98</u>	<u>1-1-99</u>
Starting after 1 year	\$20,000. \$22,000.	\$20,000. \$22,000.	\$20,000. \$22,000.
Michelle Putman	\$24,250.	\$25,500.	\$26,750.
Dawn Matthews	\$24,250.	\$25,500.	\$26,750.
Peter Smith	\$22,250	\$23,500.	\$24,750.
Linda Steiner	\$22,250.	\$23,500.	\$24,750.

ARTICLE VII
WORK DAY - WORK WEEK

The work day and work week for the members of the UNION shall be as provided in the Borough of Seaside Heights Policy and Procedures Manual, except that the work day for UNION members shall be eight (8) hours a day, including a paid lunch period of one-half ($\frac{1}{2}$) hour which must be in the building.

ARTICLE VIII
CLOTHING & DRY CLEANING ALLOWANCE

Each member of the UNION shall receive an annual payment of \$500.00 on or before June 1 to cover their clothing and dry cleaning allowance.

ARTICLE IX
IMPACT PAY

For added duties associated with their jobs, each member of the UNION shall be entitled to an annual allowance of \$250.00 payable by October 1 of each year.

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ARTICLE X
OVERTIME COMPENSATION & COMPENSATORY TIME

Payment of overtime and compensatory time shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XI
VACATION LEAVE, ACCUMULATION OF VACATION
TIME & COMPENSATION OF ACCUMULATED VACATION
UPON RETIREMENT

Vacation leave accumulation of vacation time and compensation of accumulated vacation upon retirement shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XII
HOLIDAYS

Members of the UNION shall be granted holidays in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XIII
SICK LEAVE AND ACCUMULATION OF SICK
LEAVE AT RETIREMENT

Entitlement to sick leave and the accumulation of sick leave at retirement shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XIV
VACATION LEAVE, PERSONAL DAYS &
BEREAVEMENT LEAVE

The entitlement to vacation leave, personal days and bereavement leave shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XV
MISCELLANEOUS LEAVES

The balance of all other leaves, including leaves without pay, family and medical leave, military leave, educational leave, etc., shall be in accordance with the Seaside Heights Policy and Procedures Manual.

ARTICLE XVI
HOSPITALIZATION PLAN, MEDICAL INSURANCE
& HEALTH BENEFITS

Employees shall be entitled to a hospitalization plan and extended health benefits in accordance with the Seaside Heights Policy and Procedures Manual.

ARTICLE XVII
SAVINGS CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of this Agreement shall not be affected and shall continue in full force and effect absent the clause found to be illegal or unconstitutional.

ARTICLE XVIII
FULLY-BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, subject to the provisions of the New Jersey Employer-Employee Relations Act.

ARTICLE XIXDUES DEDUCTION-AGENCY SHOP

The Borough agrees to deduct Union member dues from the earnings of each employee when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the Borough against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough. The Borough will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Office and Professional Employees International Union. A list of names of deductions will be forwarded monthly.

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the C.P.E.I.U. shall pay an agency shop fee

equal to 85% of the dues, initiation fees and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the Borough harmless from any and all actions it takes under this Article.


4/7/97

O.P.E.I.U. LOCAL 32
RECEIVED 4 / 7 / 97; 4:18PM;
04/07/07 16:12 FAX 908 830 8496

ID:1-908-686-4554

908 830 8496 -> OPEIU LOCAL 32 TR; #12
SEASIDE HEIGHTS POLICE

APR 07 '97 19:08 No.008 P.13

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IN WITNESS WHEREON, the parties hereto have caused this Agreement to be
executed the day and year first above written.

WITNESS & ATTEST:

BOROUGH OF SEASIDE HEIGHTS

BETTSEY ARNOLD, RMC
Municipal Clerk
(Seal)

By

P. KENNETH HERSHEY, Mayor

O.P.E.I.U. LOCAL 32/SEASIDE
HEIGHTS COMMUNICATION
OPERATORS

By

Bus. Manager

Peter James Smith
4-8-1997

CWHcc/ds
#2800

Approved by
Council 4/16/97

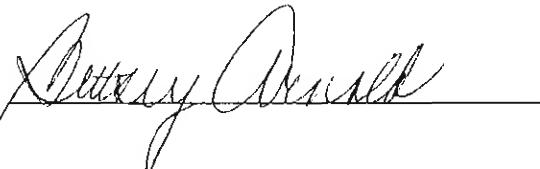
OLMORE & MONAHAN
A Professional Corporation
COMMERCIAL ATTORNEYS
ATTY FOR THE PEOPLE AND COUNSEL
FOR THE DEFENDANT
C. T. TUESDAY
Town Mayor, Town Clerk

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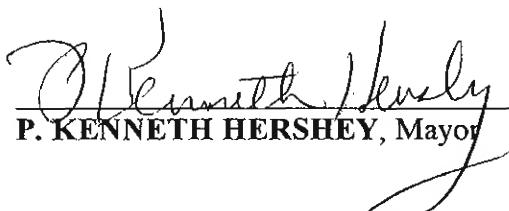
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:


BETTSEY ARNOLD, RMC
Municipal Clerk
(Seal)


CWH:cc/da
#2800

BOROUGH OF SEASIDE HEIGHTS

By 
P. KENNETH HERSHY, Mayor

**O.P.E.I.U. LOCAL 32/SEASIDE
HEIGHTS COMMUNICATION
OPERATORS**

By 